ORIGINAL

RECEIVED IN DROP BOX

CLERK U.S. DISTRICT COURT DISTRICT OF NEVADA

JACK G. ANGARAN, ESQ.
Nevada Bar No. 711
WHITNEY J. SELERT, ESQ.
Nevada Bar No. 5492
Georgeson, Thompson & Angaran
100 West Grove Street, Suite 500
Reno, Nevada 89509
775-827-6440
Joint Defense Counsel Representative

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

Thomas A. Dillon, Independent Fiduciary of Employers Mutual Plans, Plaintiff, v. James Lee Graf; et al. Defendants.	CV-N-03-0119-HDM-VPC U. DISTRICT FI JAN - 5

DEFENDANTS' FED. R. CIV. PRO. 12(B)(6)
MOTION TO DISMISS FOR LACK OF STANDING

Defendants, by and through designated Joint Defense Committee, move this Court to dismiss each of Plaintiff's claims pursuant to Fed. R. Civ. Pro 12(b)(6) and 17(a) because the Independent Fiduciary lacks standing to assert each of the stated causes of action as alleged against these defendant wholesale and retail insurance producers.

This motion is made and based on the supporting Memorandum of Points and Authorities and all papers and pleadings of record herein as well as those filed in the related case Chao v. James Graf, *et. al.*, case CV-N-01-0698, currently pending in the United States District Court,

//

//

GEORGESON THOMPSON &ANGARAN ATTORNEYS

363.

District of Nevada, before the Honorable David W. Hagen.

Dated this 5th day of January, 2003.

JACK G. ANGARAN, ESQ.
WHITNEY J. SELERT, ESQ.
Georgeson, Thompson & Angaran
100 West Grove Street, Suite 500
Reno, Nevada 89509
775-827-6440
Joint Defense Counsel Representative

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF SBI's MOTION TO DISMISS

Numerous wholesale and retail insurance producers have been sued in this action by the court appointed Independent Fiduciary of Employer's Mutual, LLC ("EM") a company that successfully marketed fraudulent health benefit plans (the EM Plans) which these Defendants introduced to their clients, each of whom was an employer which, by virtue of purchasing the EM Plan, established ERISA covered Employee Welfare Benefit Plans ("EWBPs") for their employees and their dependants.

The Fiduciary sues to recover, among other things, the value of all claims for health benefits made by Defendants' clients and their employees, which were unpaid by Employer's Mutual, LLC and its related fraudulent entities. The Fiduciary alleges causes of action for breach of contract, professional malpractice and breach of warranty of authority against the wholesale and retail insurance producers.

The Fiduciary lacks standing to pursue these causes of action because he was only vested with plenary authority to marshal the assets of the fraudulent and now bankrupt EM, its related Associations and the EM Plans, which are separate and distinct from the EWBPs created by Defendants' clients. In short, the Fiduciary, standing as he does in the shoes of the company that created the fraudulent EM Plans, cannot recover as an "asset" of those plans, the very damages created by its own fraud. Rather, that right of action properly belongs to the unpaid care providers and members of the EWBPs, which are governed by the Employee Retirement and Income Security Act, ERISA, 29 USC § 1001, *et. seq.*

I. FACTUAL AND PROCEDURAL HISTORY

The following facts are derived largely from the court documents filed in the related Chao v. Graf case, CV-N-01-0698 (D. Nev.) currently pending before the Hon. David Hagen.[1]

1. EM was incorporated in Nevada on July 28, 2000 by Kokott and Angelos, both named as RICO defendants in the present action.
2. Between December 27, 2000 and February 15, 2001, Kokott and Angelos also established 16 employer association organizations (the Associations).
3. Each of the Associations purported to create and offer for sale a self-funded health benefit plan (the "EM Plans"). Each of the EM Plans was a PPO-style network of health care providers, with defined health benefits and premium structure. Each Association contractually appointed EM as the trustee for each of the EM Plans. See Order, February 1, 2002.
4. The Associations then contracted with Associated Agents of America ("AAA") and the American Benefit Society ("ABS") wholesale insurance producers, each of which provided access to hundreds of "retail insurance producers"[2] that could introduce the EM Plans to qualifying employers around the country.

---

[1] Of particular worth are the following pleadings filed in Chao v. Graf: The Secretary of Labor's (Plaintiff's) Supplemental Brief in Support of Application for Preliminary Injunction (filed January 25, 2002); the District Court's Temporary Injunction Orders dated December 13, 2001 and February 2, 2002, and the Independent Fiduciary's Motion for Order Establishing Quasi-Bankruptcy And For Other Relief, with supporting Memorandum of Points and Authorities, Proposed Order and Declaration of Thomas Dillon, filed April 2, 2002.

[2] The term "retail insurance producer" and other terminology used in this motion is taken from the Plaintiff's moving papers and used in this Motion only for ease of cross reference. These Defendants reserve the right to object to any of the labels attached to them by the Plaintiff, once their meaning is eventually determined.

5. EM and the Associations created and provided a variety of marketing materials, including summary plan descriptions and letters from various insurance companies purporting to fund and/or insure the EM Plans. According to the Department of Labor, many, if not all, of these materials were fraudulent.

6. The retail insurance producers were induced by EM's fraudulent marketing material and representations to offer the EM Plans to their existing and new clients as a viable health benefit solution for those businesses. By purchasing the EM Plans, each of these employers, by operation of law and statute, created independent Employee Welfare Benefit Plans ("EWBPs") for their employees and their dependants.

7. By mid-2001, EM was under attack by various State Departments of Insurance and the United States Department of Labor, which later sued EM and its principals, individually, alleging jurisdiction under ERISA and seeking to shut down the EM entities after receiving multiple reports and complaints of unpaid claims and other wrongdoing.[3]

8. According to court documents filed in the Chao v. Graf case, EM, the Associations and the EM Plans were a carefully crafted fraudulent and criminal scheme designed to dupe others into buying their fraudulent benefit plans and to divert premiums to the principles of the EM companies for their personal use. See Injunction Order, February 1, 2002.

9. The Court found good cause for the Secretary of Labor's complaints and issued a temporary injunction, removing the principals from their positions at EM and the Associations, and freezing all corporate and personal assets.

10. In its initial Injunction Order dated December 13, 2001, the Court appointed Thomas Dillon as Independent Fiduciary of EM, the Associations and the EM Plans, to maintain

[3] Notably, EM operated as a functioning plan for several months, receiving, processing and paying thousands of claims for benefits.

GEORGESON THOMPSON &ANGARAN ATTORNEYS

the status quo pending further consideration. See Order, December 13, 2001 at p.4, para. 5.

11. The Defendants in the Chao v. Graf case contested the Court's subject matter jurisdiction, specifically alleging that ERISA did not govern EM, the Associations or the EM Plans.

12. The Secretary of Labor filed a supplemental brief on the issue, the reasoning of which was adopted by the Court in its February 1, 2001 Injunction Order.

13. The Secretary of Labor, the Graf Defendants and the Court agreed that the EM Plans created by EM and the Associations, were not plans governed by ERISA.

14. Nonetheless, the Court concluded that ERISA jurisdiction was proper because each of the employers who joined one of the sixteen fraudulent Associations and purchased the EM Plans, by operation of law, thereby created independent Employee Welfare Benefit Plans ("EWBPs") for their employees, all of which were governed by ERISA.[4]

15. Because EM, the Associations and the Graf defendants handled premiums and administered claims related to the independent EWBPs, they all became statutory fiduciaries of these ERISA governed plans and, thus, subject to the Court's jurisdiction.

16. Accordingly, the Court first asserted jurisdiction, then re-affirmed its injunction against EM, the Associations and the Graf defendants.

17. Further, the Court reaffirmed its appointment of Dillon as Fiduciary of "Employers Mutual, LLC, the Associations, and the Employer's Mutual Plans..." with plenary power to first determine whether these entities could continue as viable businesses and, if not, then to "collect, marshal and administer the assets of Employers Mutual, LLC, the Associations, and the Employers Mutual Plans...." See Injunction Order, February 1, 2002 at pp. 22-23, paras 6 and 9.

---

[4] The Chao Court considered all similarly situated client employers in its ERISA analysis of their EWBPs.

18. That Order further defined the scope of the Fiduciary's authority to include pursuing "all legitimate claims Employers Mutual, the Associations, and the Employers Mutual Plans may have against Defendants or third parties…." Id. at p. 23-24, para 9.

19. Nothing in the Court's Orders of December 13, 2001 or February 1, 2002 gave the Fiduciary power or control over claims or assets held by the EWBPs, which the Court specifically recognized in its jurisdictional analysis as plans separate and distinct from the non-ERISA governed "Employer's Mutual Plans". Indeed, both Injunctions specifically state that the Fiduciary's plenary authority extends only to Employer's Mutual, the Associations and the Employer's Mutual Plans.

20. On April 12, 2002, the Fiduciary, having determined that Employer's Mutual and related entities could not continue as viable concerns, filed a Motion for Order Establishing a Quasi-Bankruptcy and for Other Relief in the Chao v. Graf case.

21. The Motion was wholly unopposed. In it, the Fiduciary first concluded that EM, the Associations and the EM Plans could not operate as viable businesses and then requested that a quasi-bankruptcy be established, ostensibly to facilitate liquidation of EM, the Associations and the EM Plans and distribute from the assets thus garnered, funds *pro rata* to various creditors in order of preference as proposed by the Fiduciary and contemplated by the Chao Court in its TROs.

22. The Motion included an accompanying Memorandum of Points and Authorities, a supporting declaration by the Independent Fiduciary and a proposed form of Order, also submitted by the Fiduciary, which was adopted in its entirety by Judge Hagen.

GEORGESON THOMPSON &ANGARAN ATTORNEYS

23. In his Memorandum of Points and Authorities and Proposed Order, the Fiduciary makes several notable representations as to the purported extent of his authority, each of which has a direct bearing on this action and the issues presented in this Motion.

24. First, on page 1 of his supporting Memorandum, the Fiduciary wrongly represents to the Court that its two prior Injunction Orders "appointed Thomas Dillon as the Court's ...Independent Fiduciary of Employers Mutual, LLC, the Associations, and the Associations' Plans *and related employee benefit plans* (hereafter referred to collectively as the Plans)."(emphasis added).

25. The phrase "and related employee benefit plans" had never been included within the scope of the Fiduciary's authority in either of the Court's two prior injunction Orders.

26. The Fiduciary thus blurred the distinction between the EM Plans, over which he had previously been granted plenary authority, and the EWBPs over which he had not, by collectively referring to both as "the plans" when, in fact, they are separate and distinct.

27. The Fiduciary then reinforced this error by repeatedly referring generically to "The Plans" throughout the remainder of his motion, supporting Points and Authorities, Declaration and proposed Order. See Memorandum of Points and Authorities In Support of Motion for Establishment of Quasi-Bankruptcy at p. 1.

28. It is from this proposed Order, which the Chao Court adopted in its entirety, that the Fiduciary now claims standing to assert the causes of action alleged against these Defendants in the present action, all of which are predicated entirely on the unpaid claims of the members of each individual EWBP and their unpaid care providers.

29. As discussed above, the Injunction Orders, and particularly the jurisdictional analysis, maintained an important distinction between the EM Plans and the EWBPs, with the Fiduciary having plenary power and control only over the EM Plans.

30. Upon information and belief, no assignment of rights has been made to the Fiduciary by any of the unpaid EWBP members or their care providers, each of whom still retains legal right to pursue such claims in the future.

31. Nonetheless, the Fiduciary purports to have standing not only to marshal the assets of the fraudulent entities in whose shoes he now stands, but also to recover as an "asset" of those fraudulent entities, the full extent of the damages caused by their fraud.

32. Further, the Fiduciary has spent and continues to expend the scarce remaining assets of EM, the Associations and the EM Plans pursuing the present action rather than making any *pro rata* distribution of those remaining assets to the unpaid claim holders and other creditors of the fraudulent EM entities as contemplated in the original TROs.

II. THE INDEPENDENT FIDUCIARY LACKS STANDING TO ASSERT ANY OF THE CLAIMS ALLEGED AGAINST THESE AND SIMILARLY SITUATED DEFENDANTS

The question of whether a party lacks standing is a legal issue subject to *de novo* review. Hong Kong Supermarket v. Kizer, 830 F.2d 1078 (9th Cir. 1987); Bruce v. United States, 759 F.2d 755, 758 (9th Cir. 1985). In reviewing a Rule 12(b)(6) motion to dismiss for lack of standing, this Court must accept the material allegations of the Complaint in favor of the complaining party. Warth v. Seldin, 422 U.S. 490, 501, 95 S.Ct. 2197, 2206, 45 L.Ed. 2d 343 (1975). The Court may not, however, "interpret the Complaint so liberally as to extend [its] jurisdiction beyond its constitutional limits." Hong Kong Supermarket v. Kizer, *supra.* at 1080.

As stated in the Hong Kong Supermarket case:

GEORGESON THOMPSON &ANGARAN ATTORNEYS

"[t]he constitutional limitations of article III contain three components: (1) a threatened or actual distinct and palpable injury to the plaintiff; (2) a fairly traceable causal connection between the alleged injury and the defendant's challenged conduct; and (3) a substantial likelihood that the requested relief will redress or prevent the injury."

The prudential limitations require the plaintiff to (1) assert his own rights, rather than rely on the rights or interests of third parties; (2) allege an injury that is more than a generalized grievance; and (3) allege an interest that is arguably within the zone of interests protected or regulated by the statute or constitutional guarantee in question. *Id.* Failure to satisfy any of these constitutional or prudential requirements defeats standing. Id. (citing Fors v. Lehman, 741 F.2d 1130, 1132 (9th Cir. 1984)).

Fed. R. Civ. Pro. 17(a) also requires that actions be brought in the name of the real party in interest. An action not brought by the real party in interest will be dismissed. See El Ranco, Inc. v. First Nat'l Bank, 406 F.2d 1205 (9th Cir. 1968), *cert. denied*, 396 U.S. 875, 90 S.Ct. 154 (1969) (dismissal where joinder not possible). Whether the Plaintiff is a real party in interest is dependent upon whether the Plaintiff is the proper party to maintain the stated causes of action under applicable State law. American Triticale, Inc. v. Nytco Services, Inc., 664 F.2d 1136 (9th Cir. 1981); see also Allstate Ins. Co. v Hughes, 2003 WL 22299378 (9th Cir. 2003). With respect to the contract and tort claims alleged against SBI, Nevada law applies.

The purpose of requiring an action to be prosecuted by the real party in interest is to enable the defendant to avail himself of evidence and defenses that the defendant may have against the real party in interest and to assure him of finality in the judgment and that he will be protected against another suit brought by the real party in interest on the same matter. See Painter v. Anderson, 96 Nev. 941, 620 P.2d 1254 (Nev. 1980); see also U-Haul Intern., Inc. v. Jartran, Inc., 793 F.2d 1034 (9th Cir. 1986). To maintain the suit of another without proper assignment or legal right is now, and always has been, held to be unlawful. See Lumiv v. Stinnett, 87 Nev. 402, 488 P.2d 347 (1971).

In Nevada, "an action for breach of a covenant must be prosecuted in the name of the real party in interest, and …the real party in interest is the person entitled to the money recovered as

GEORGESON THOMPSON &ANGARAN ATTORNEYS

damages." Gruber v. Baker, 23 P. 858 (Nev. 1890). Similarly, the existence of a tort claim arises by virtue of a duty of care owed by one to another, which duty is allegedly breached. See e.g., Sorenson v. Pavlikowski, 581 P.2d 851 (Nev. 1978).

In this case, the Independent Fiduciary is not the real party in interest to assert the contract and tort based causes of action alleged against the wholesale or retail insurance producer defendants. Neither the Fiduciary nor the entities in whose shoes he now stands were parties to any alleged contract between these Defendants and their clients to procure valid insurance (fourth cause of action) or for warranty of authority (sixth cause of action). Further, these Defendants owed no professional duty to the Independent Fiduciary or the fraudulent entities in whose shoes he now stands to support the "insurance producer malpractice" claim (fifth cause of action). Neither were the damages sought by the Independent Fiduciary incurred by the fraudulent Employer's Mutual entities in whose shoes he now stands. Rather it was those fraudulent entities that inflicted such damage. The legal right to recover under each of those causes of action, if any, reside only with the unpaid care providers (who have legal rights to recover the value of services provided) and the individual members of the ERISA governed EWBPs (who have legal rights as ERISA beneficiaries against any fiduciary to the EWBP). See Ysetsa v. Baima, 832 F.2d 380, 384, 85 (9th Cir. 1988) (any beneficiary or fiduciary of ERISA governed plan may sue other plan fiduciary, but relief limited to ERISA's equitable remedies).[5] The EWBPs are distinct and separate from the Employer's Mutual Plans and, as set forth herein, the Independent Fiduciary was never granted plenary authority over the EWBPs.

---

[5] Notably, neither the wholesale or retail insurance producers are ERISA fiduciaries subject to such actions. See Concha v. London, 62 F.3d 1493 (9th Cir. 1995). The same is not true of Employer's Mutual, LLC, any of its sixteen Associations, or the Employer's Mutual Plans. Id.; see also Judge Hagen's jurisdictional analysis in Chao v. Graf; 29 U.S.C. § 1104 (defining plan fiduciaries).

A. THE INDEPENDENT FIDUCIARY WAS ONLY GRANTED PLENARY AUTHORITY TO MARSHALL THE ASSETS OF EMPLOYERS MUTUAL, THE ASSOCIATIONS AND THE EMPLOYERS MUTUAL PLANS, NOT THE EWBPs ESTABLISHED BY SBI's CLIENTS

In its jurisdictional analysis, the Graf Court carefully distinguished between "The Employer's Mutual Plans," which are not ERISA governed plans and the EWBPs, which are governed by ERISA. See Order, February 1, 2002 at 7-9 (holding that Employer's Mutual, LLC, the multiple employer Associations and corresponding benefit trusts were "for profit" entities not governed by ERISA).

As set forth above, neither of the Graf Court's injunction Orders, which created and defined the scope of the Independent Fiduciary's power, granted the Independent Fiduciary any authority over the numerous ERISA governed EWBPs, which were established by each employer when they purchased any of The EM Plans for their employees. See Orders dated December 13, 2000 and February 1, 2001.

The EWBPs and any legal rights arising therefrom (e.g., claims for breach of contract or malpractice) properly belong to the employers who created those plans and to their employees and care providers who have not been paid by EM. They do not belong to the Independent Fiduciary of the companies that fraudulently caused those damages.

Rather, with the Secretary of Labor having made the case that Employer's Mutual, LLC and its related entities were frauds and shams, the Court properly seized those entities (and only those entities) and installed the Independent Fiduciary to operate those entities while ascertaining their potential as viable going concerns. In other words, stop the fraud, stop the bleeding and figure out how to proceed from there. The only entities that were the target of the Secretary of Labor and the subject of the Court's Orders were Employer's Mutual, LLC, the Associations and the Employer's Mutual Plans. See id. In the event the Fiduciary determined that those entities should be liquidated, which he did, he was further empowered to marshal their assets (and only their assets) including legitimate legal claims held by those entities against third parties. But he was never empowered to use EM's scarce remaining resources to pursue legal claims properly held by others.

The wholly distinct EWBPs, which are governed by ERISA, merely provided the jurisdictional predicate necessary for the Graf Court to shut down the fraudulent entities and install the Independent Fiduciary. See id. at 8 (multiple employer trusts like the EM Plans are not ERISA EWBPs, but those entities still have fiduciary duty to EWBPs *established by others*). Employer's Mutual, LLC, its related entities and principles handled premiums and made claims decisions relative to the ERISA governed EWBPs created by SBI's clients, thus creating a fiduciary relationship between them. See id.at 9. It was this fiduciary relationship that Employer's Mutual, LLC violated and which justified the Graf Court in seizing the Employer's Mutual entities and installing the Fiduciary.

As stated, the Fiduciary was properly empowered to marshal and distribute only the assets of Employer's Mutual, LLC, the Associations and the Employer's Mutual Plans. See id. at 22-23. The assets thus garnered were to be distributed to the creditors of the fraudulent entities, a class to which these Defendants and their unpaid clients all potentially belong, each having been fraudulently deprived of commissions or health benefits, respectively, by Employer's Mutual, LLC and its related fraudulent entities.

Instead, when the Fiduciary filed its unopposed motion and proposed Order to establish a quasi-bankruptcy, he subtly and erroneously represented that the Graf Court's prior injunction Orders also gave him authority over the "related employee welfare benefit plans." That was simply not true. The Fiduciary then cemented this inaccurate extension of his power by

GEORGESON THOMPSON &ANGARAN ATTORNEYS

thereafter collectively referring to both the EWBPs and the Employer's Mutual Plans as "The Plans" and then repeating over and over throughout his unopposed motion that he had authority over "The Plans." See Memorandum of Points and Authorities In Support of Motion For Establishment Of Quasi Bankruptcy, Chao v. Graf, at page 1.

Nowhere in his motion or memorandum did the Fiduciary directly address this purported extension of his power over the EWBPs. Nowhere did he explain the legal basis for usurping the legal claims properly held by the employers who established those EWBPs and their unpaid employees and care providers. The cases cited by the Fiduciary in support of his motion for quasi-bankruptcy exclusively addressed direct Fiduciary appointments to ERISA governed plans. See e.g., Cutler v. 65 Sec. Plan, 831 F. Supp. 1008, 1011 (E.D.N.Y. 1993)(ERISA governed plan seeking fiduciary appointment and quasi-bankruptcy protection); In re Consolidated Welfare Fund ERISA Litigation, 798 F. Supp. 125, 127 (S.D.N.Y. 1992) (Labor Department direct action against ERISA governed fund and appointment of fiduciary to ERISA governed fund).

Those cases properly invoked federal power to protect the interests of beneficiaries and participants to the ERISA plans over which the Fiduciary had been directly appointed. None of those cases supports the position that the Fiduciary of a non-ERISA plan can pursue claims on behalf of separate EWBPs whose damages were caused by the very companies over which the Fiduciary now has control. Because the Fiduciary in this case was empowered only to act on behalf of the non-ERISA "Employer's Mutual Plans," his unopposed legal analysis was inapposite and his purported extension of authority over the independent EWBPs is unauthorized and illegitimate.

Along with the misleading legal memorandum, the Fiduciary simultaneously submitted a form of Order that perpetuated this error. That proposed Order was adopted *in toto* by the Court

GEORGESON THOMPSON &ANGARAN ATTORNEYS

with no analysis regarding the propriety of extending the Fiduciary's power over the separate and distinct EWBPs. Defendants submit this was likely an oversight caused, in part, by the crafting of the Fiduciary's motion and supporting memorandum, which first blurred the distinction between the EM Plans and the EWBPs and then collectively and misleadingly referred to both as "the Plans" as if they were one and the same throughout the remainder of the moving papers and proposed Order, when in fact, the EM Plans and EWBPs are separate and distinct.

As a result, the Fiduciary, standing in the shoes of Employer's Mutual, LLC and the other fraudulent EM entities, now sues these Defendants to recover as "assets" of "the Plans," the unpaid claims to the EWBPs, which the fraudulent Employer's Mutual entities, themselves, caused. Those contract and tort claims rightfully belong to the employers who established those plans and to their employees and unpaid care providers. Each of those claims, if brought against one of these particular defendants, could be subject to particular defenses unique to the relationship between the Defendant and Plaintiff. But the Fiduciary lacks standing to assert these causes of action against these Defendants and his claims should be dismissed.

CONCLUSION

The instant litigation should be dismissed because the Independent Fiduciary lacks standing to assert the contract and tort based causes of action as alleged, the legal right to which, if any, properly resides with the individuals harmed by the fraudulent conduct of the Employer's Mutual entities, presently represented by the Fiduciary.

The Fiduciary should immediately wind up the affairs of the fraudulent Employer's Mutual entities and make pro rata distribution to its unpaid claim holders pursuant to the Order of preference set forth in the Quasi-Bankruptcy Order before further squandering its remaining scarce resources pursuing illegitimate claims beyond the scope of his Fiduciary authority.

DATED this 5th day of January, 2003.

JACK G. ANGARAN, ESQ.
WHITNEY J. SELERT, ESQ.
Georgeson, Thompson & Angaran
100 West Grove Street, Suite 500
Reno, Nevada 89509
775-827-6440
Joint Defense Counsel Representative

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of GEORGESON, THOMPSON & ANGARAN, CHARTERED, and that on January 5, 2004, I deposited for mailing, at Reno, Nevada, a true copy of the attached document addressed to:

Robert L. Brace, Esq.
Hollister & Brace
1126 Santa Barbara Street
P.O. Box 630
Santa Barbara, California 93102

Richard W. Horton, Esq.
Lionel, Sawyer & Collins
Suite 1100 Bank of America Plaza
50 West Liberty Street
Reno, Nevada 89501

Misty D. Sather

Misty D. D. Sather

GEORGESON THOMPSON &ANGARAN ATTORNEYS